

பாரத மிகுமின் நிறுவனம்

# BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex

RANIPET – 632 406 Tamil Nadu



**M&S DEPARTMENT**

(TRANSPORT)

Phone: 254280

Fax : 04172 241201

TENDER NOTICE NO:

**BHE:BAP:M&S:TE:TR:064 Dt- 02.01.2010**

- .....
- 01.NAME OF WORK : **HIRING OF TOURIST TAXIES**  
1. **AMBASSADOR Non-A/C**  
**CAR OF MODEL 2006 & above-**  
**20 Nos for 12 Hrs operation/day**  
**on monthly rental basis.**
2. **TATA Indica Non-A/C of Model**  
**2007 & ABOVE - 05 Nos for**  
**12 Hrs operation/day on monthly**  
**rental basis.**
- 02.EARNEST MONEY DEPOSIT : **Rs.10,000/-**(Rupees Ten thousand)  
per taxi subject to a maximum  
of Rs.50,000/-
- 03.LAST DATE AND TIME FOR : 27.01.2010  
RECEIPT OF TENDER : 14.30 Hrs
- 04.TENDER OPENING DATE : 27.01.2010  
AND TIME : 14.30 Hrs
- 05.PERIOD OF CONTRACT : **TWO YEARS**

THIS DOCUMENT CONTAINS 16 PAGES INCLUDING GENERAL  
CONDITIONS, INSTRUCTIONS, AND SPECIAL CONDITIONS TO  
THE TENDERERS AND QUESTIONNAIRE.

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ISSUED TO:

ISSUING OFFICER

**GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS**

01. Sealed tenders for the above work are invited in two part bid from contractors having own tourist taxi or having lease agreement and experience in works of similar kind and nature.

02. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.30 Hrs on 27.01.2010 in the prescribed form and will be opened on 27.01.2010 at 14.30Hrs** in the presence of such of those tenderers or their agents who may choose to attend, with authorization letter from the owners.

03. Tenders must be submitted in sealed covers and should be addressed to **DGM/M&S, BHEL/RANIPET-632406, Vellore District, Tamil Nadu.** Full name and address of the tenderer and the name of work being superscribed on the cover.

04. The vehicles offered shall be inspected for condition and up keep of the vehicle. If any of the tenders not fulfilling the laid down conditions, the offer will be rejected

05. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.

06. Tendereres should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates enclosed along with these documents and also sign each and every page of the tender documents.

07. The tenderer should fill and sign the questionnaire which is enclosed with this Tender document (page No.15). This should be enclosed along with the technical bid.

08. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.

09. Tenders not submitted on the prescribed forms are liable for rejection.

**SIGNATURE OF THE TENDERER**

10. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract. The quoted rates shall be kept firm throughout the contract.

11. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

12. Every tender must be accompanied by **Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousands/vehicle) subject to a maximum of RS50,000/-** in the form of

- a) Pay order,
- b) Demand Draft drawn in favour of BHEL, Ranipet payable at the State Bank of India, BHEL Project, M.R. Puram (code 7013),
- c) EMD can be paid in cash at our Cash Office as permissible under Income tax and the cash receipt shall be enclosed along with the tender. Tenders received without Earnest Money in full, in the form prescribed shall be summarily rejected. EMD submitted in any other form will not be accepted.

**13. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY DEPOSIT.**

14. EMD paid by the tenderer will be forfeited if,
- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates..
  - ii) The tenderer does not commence the work within the period as per LOI/Contract.
  - iii) The tenderer fails to provide the vehicle as offered by him and inspected and accepted by BHEL.

15. Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there of.

16. Tenders submitted by post should be sent through **“REGISTERED POST WITH ACKNOWLEDGEMENT DUE / Speed Post / Courier”**. The tender should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time of opening of the tenders, will not be considered for further processing.

17. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

18. The acceptance of the offer by BHEL is based on the inspection of the vehicle(s) condition and records/ legal ownership pertaining to the vehicle(s) for such inspection within the time limit prescribed by BHEL. If the vehicle are not offered for inspection within the time limit prescribed or if the condition of the vehicle / records, documents provided are not satisfactory to BHEL, their offer will not be considered and their price bid will not be opened.

(i) The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.

(ii) In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.

19. Unless the contractor whose tender is accepted, signs the contract agreement within Seven days of the date of the order directing him to do so. The amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be with drawn.

## **20. SECURITY DEPOSIT**

SECURITY DEPOSIT should be collected from the successful tenderer. The rate of security deposit will be as below.

- i) Up to 10 lakhs = 10%
- ii) Above 10 lakhs up to 50 lakhs = Rs. 1 lakh + 7.5 % of the amount exceeding 10 lakhs
- iii) Above 50 lakhs = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

The security deposit should be collected before start of work to the contractor.

21.01. The security deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay order, Demand Draft in favour of BHEL.

- iii) Local cheques of scheduled banks, subject to realization.
  - iv) Security available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
  - vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL duly discharged on the back.
  - vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit should be collected before start of work and the balance 50% may be recovered from the running bills.
  - vii.a. In case of contract value does not exceed Rs.10 lakhs, work can be started before SD is collected. (However payment can be released only after collection/recovery of initial 50% security deposit)
  - viii) EMD of the successful tenderer can be converted and adjusted against security deposit.
  - ix) The security deposit shall not carry any interest.
22. No employee or their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified without prejudice to further disciplinary action as per BHEL CDA rules/Standing Order in addition to forfeiture of SD/EMD as the case may be.
23. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may at their discretion cancel such tender.

24. The BHEL will not be bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.

25. If the contractor deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.

26. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.

27. The expenses for completing and stamping the agreement shall be to the contractor's account.

28. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.

29. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.

30. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

31. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.

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32. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

33. In case you are not interested in submitting your quotation, you should return all the tender documents with a covering letter stating the reasons for not submitting your offer.

### **SPECIAL CONDITIONS TO THE TENDERER**

01. The tender is invited for operating Ambassador **Tourist Non A/C Cars (registered originally on or after 01.01.2006) / Tata Indica Non A/C cars registered originally on or after 01.01.2007.** . The vehicle should be registered in the name of the tenderer or **Otherwise a valid lease agreement till the end of the proposed contract period shall be available in the name of contractor.** The vehicle offered shall be of Non A/C car (Diesel) vehicle having valid permit alone can be considered. Lease agreement entered into with any of BHEL employees or their dependents will not be acceptable and the tenderer shall give an undertaking to this effect in the tender itself.

02. BHEL reserves the option to split and award the contract to more than one party both in the case of Ambassador and Indica cars.

03. The vehicle offered shall be in good condition. Preference will be given for latest model vehicle with better condition, in case of tie in rate. Inspection of the vehicle offered shall be carried out by BHEL officials and their decision regarding acceptance or rejection of any vehicle(s) is final.

03.(a) The tenders shall be submitted in two parts. Part-I shall contain the documents as listed in Clause 03 (special conditions to the tenderer) and submitted in a separate cover and shall be superscribed as **“Technical bid”**. Part-II Price bid shall be in the prescribed form (Page No.16) and shall be sent in the second cover superscribed as **“Price Bid”**. Both the covers shall be put in a common cover. All the three covers shall be superscribed with **Tender No & Due date.**

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04. Photostat copies of the following documents are to be enclosed along with the tender documents (Technical Bid).

- a) RC book of the vehicle(s)
- b) Permit of the vehicle (s)
- c) FC details of the vehicle(s)
- d) Insurance Policy (Comprehensive) of the vehicle(s)
- e) Tax payment details of the vehicle(s)
- f) Driver License, Tourist endorsement details
- g) Pollution under control certificate

Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.

05. The vehicles are required for a contract period of TWO YEARS. Tenderers should fill in their rates in the blank space provide for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.

06. a) The vehicles shall be operated for twelve hours per day normally from 07.30Hrs to 19.30Hrs. However the reporting and releasing time for the vehicle is likely to vary as per the requirements of BHEL. Any delay in the reporting time by the tourist cars will attract penalty at the prorata market rate for similar vehicles at that time.

b) The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.

c) BHEL reserves the right to retain the vehicle beyond the normal working hours on any day in which case only overtime charges as per contract will be paid in addition to the mileage charges. No other extra payment will be made.

d) The vehicle should be made available continuously throughout the contract period including holidays and Sundays without any breaks.

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e) BHEL reserves the right to use the vehicle within a radius of 150Kms from Ranipet in Tamil Nadu.

f) The contractors should not sell their vehicles, or cancel the lease agreement / agree to cancel the lease agreement without prior permission of BHEL.

g) The contractor should not sub-contract the operation of the vehicle.

7. a) During the contract period, if the contractor is not able to provide the vehicle on any day or part thereof, penalty charges as per the prevailing market rate for a day for similar vehicles in respect of full days absence and prorata market rate for part of the days absence will be recovered from the contractor. Further the extra mileage of such alternative vehicle engaged by BHEL from its starting point to BHEL factory will also be recovered.

b) However during such absence contractor will be permitted to provide alternate vehicle in good condition for a day or two with prior permission of BHEL in which case penalty as per clause 6(a) will not be levied. For long period of absence due to permit expiry etc. BHEL will arrange alternate vehicle to meet the day-to-day requirements at the cost and risk of the contractor..

c) If the contractor is not able to provide the vehicle originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor.

d) Each contractor will be permitted to avail 10 days time in a year per taxi to carryout F.C works etc. The period so availed should not exceed 10 days time permitted irrespective of change of Tourist taxi during the contract period of One year and no payment shall be made for the absence period under any circumstances. No vehicle shall be allowed to be operated on expiry of Fitness of vehicle or permit expiry.

e) THE VEHICLE UNDER BHEL CONTRACT SHOULD NOT BE OPERATED FOR ANY PRIVATE TRIPS DURING CONTRACT PERIOD.

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8. During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained.

9. a) The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license with tourist endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.

b) The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.

c) The contractor shall check for exhaust emission test and obtain fitness of their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.

d) The taxi driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate of the taxi Permit etc.) with the taxi and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.

e) Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re- enactment there of and the rules made there under from time to time have to be followed by the contractors.

f) Rate quoted should be exclusive of Service Tax. Service tax will be reimbursed at actuals on submission of tax invoice and documents evidence for having paid the same to the Central Excise authorities shall be submitted along with subsequent bill failing which BHEL will disallow the admitted amount in the earlier bill. .

10. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.

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a) The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employees of BHEL. THE INJURY LOSS or arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or other wise.

11. a) Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.

b) It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim

c) The driver of the vehicle should compulsorily wear WHITE UNIFORM (PANT & SHIRT) during operational hours with BHEL. Drivers without white uniform shall not be allowed to drive the vehicle. The driver appearance & behavior on and off the taxi (car) should always be decent and courteous.

d) The vehicle engaged will be checked up by BHEL Security personnel as and when required.

e) The contractor should ensure that there should not be any advertisement in any form on the taxi.

f) Playing of tape recorders or radios in the taxi should be avoided within the factory premises.

g) Sun film sticker in the window glass should not be dark and inner side of the car must be visible for the security personnel with out lowering the window glass.

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12. a) Fixed monthly rental charges may be quoted. The charges should be inclusive of all other expenses except diesel and service tax. The offer must be given in a separate sealed cover under "PRICE BID".

b) Following mileage charges (diesel charges) will be reimbursed at prevailing market rate of diesel.

1. Ambassador - @ one litre cost per every 10 kms run.
2. Indica Non-A/c - @ one litre cost per every 16 kms run.

c) The driver should follow strictly the motor vehicle rules like

- \* Not to over take from the left side of any vehicle ahead of his car.
- \* Not to go the wrong sides while taking turn to the right without going Around.
- \* Driver should first allow the passenger to get inside the car and then only driver should enter the car..
- \* The driver should open and close the doors for the entire passenger.

13. Revision of diesel charges will be effected by BHEL only in case of revision of diesel cost announced by the Government of India on either side.

14. Bills shall be raised by the contractor (**Printed format only accepted**) after the expiry of the concerned month and submitted in duplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms. Payment will be made thro e-mode only for which processing NFPT/RTGS form shall be submitted by the contractor after award of contract.

15. The rates quoted for mileage charges shall be reckoned only from our FACTORY GARAGE irrespective of the location of the contractor's shed.

16. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.

17. During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.

18. BHEL reserves the right to reject any offer without assigning any reason whatsoever.

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**PENALTY**

19. A penalty of **Rs.500/- (Rupees five hundred only)** per day will be levied and deducted from the running bills or from the Security deposit without any prior information to the contractor in case:-

a) If the driver of the contractor not following any other Motor Vehicle Safety Rules.

b) If the driver of the contractor not following any terms and condition of the contract.

c) If the driver of the contractor not carrying the BHEL placards given along with his vehicle or not displaying in front of the vehicle or at CMC hospital, Railway stations and hotels etc, to pick up VIP's from those locations as per the instruction of pooling in charge.

20. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the tender and cancel the contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

21. Timely providing of the vehicles and good up keeping of the vehicle for running efficiently are the essence of the contract. Further he will see that the car is provided with following additional things and emergency accessories.

i) a) Fan belt b) Stepney c) Standard tools d) Spare bulb e) fuses  
f) Radiator hoses etc to attend emergency repairs.

ii) Seats: Back rest and bottom should be covered with white Turkish towel

iii) Contractor shall provide cell phone facility to the driver for emergency communication, during contract period.

iii) The transport contractor will bear the entire responsibility of submitting the duly filled in daily/monthly trip sheets given by the company for each trip after obtaining the signature of the passenger/customer only. Incomplete trip sheet will be restricted for the actual information furnished for payment purpose.

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22. All the taxies should report to garage at 20.00Hrs positively to pooling section and getsignature from pooling in charge for closing the trip sheet of the day, otherwise payment will not be made for that day.

23. In case of failure of Speedo meter reading, the same should be brought to working condition, before reporting to duty next day. For the journey period and distance on the day of failure of the rates, the payment will be released based on the certifications made by DGM/M&S as an exceptional case.. From next day onwards the vehicle will not be allowed to ply with fattig KM reading meter.

24. The taxi operator shall furnish

i) Details of cases, Civil/Criminals/others, filed by or against the taxi operator/driver and pending on the date of tender.

ii) Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.

25. The taxies supplied should not be owned by BHEL employees, their dependents, and their relatives.

26. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, Insurance etc. While quoting rates the above factors should be taken into consideration.

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**QUESTIONNAIRE**

**( TO BE FILLED BY THE TENDERER FOR EACH TAXI )**

- 01. Name of the Tenderer :
- 02. a) Address for Communication :
- b) Telephone, Cell No. :
- 03. Details of experience in running Tourist Taxi :
- 04. Registration No. of the Tourist Taxi :
- 05. Name and address of the Registered Owner (whether vehicle owned/leased) :
- 06. Make, Model of the Tourist Taxi & date of first registration :
- 07. a) Tourist Taxi permit No. and date of Issue :
- b) Date of expiry of validity of the permit :
- 08. a) Name and address of the Insurance Co. :
- b) Comprehensive Insurance Policy No :
- c) Date of expiry of policy :
- 09. a) Name of Driver :
- b) Driving license No :
- c) Date of expiry of the driving license validity :
- d) Cell phone No :
- 10. Date of expiry of FC :
- 11. Service tax Registration. No. :

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**PRICE BID****SCHEDULE OF RATES**

SL NO	DESCRIPTION	RATE	RATE IN WORDS
01	Fixed rental charges per month for 01 Ambassador Non a/c Taxi	Rs.-----	Rupees (----- ----- -----)
02	Fixed rental charges per month for 01 Tata Indica Non A/c Taxi	Rs.-----	Rupees (----- ----- -----)
03.	Over time charges per hour	For Ambassador	For Tata Indica
		Rs.	Rs.
04.	Number of Taxies can be Offered	OWN	LEASE
	1.Non A/c Ambassador		
	2.Tata Indica		

Service tax @ -----%

**NOTE:**

1.The rate quoted should \_Inclusive of\_ all expenses except Diesel Charges & Service Tax for operating 12 Hrs on all days of Month.

2. Service tax if any shall be reimbursed extra on production of relevant documents as per service tax rules..

**EMD PAYMENT DETAILS :**

**SIGNATURE OF THE TENDERER**